

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CMI IP Holding,

Plaintiff,

-v-

Quisqueya Foods Inc., Marcos A Castillo, Borinquen
Supermarket, Cofaci Foods, Inc.,

Defendants.

Case No. 1:24-cv-07691-KPF

**AGREED PERMANENT
INJUNCTION AND
JUDGMENT**

Plaintiff CMI IP Holding's ("CMI" or "Plaintiff") submitted this Agreed Permanent Injunction and Judgment (the "Agreed Judgment") for entry pursuant to the terms of the settlement executed between Plaintiff and Defendants Quisqueya Foods Inc. ("Defendant Quisqueya"), Marcos A Castillo ("Defendant Castillo"), Borinquen Supermarket ("Defendant Borinquen"), and Cofaci Foods, Inc. ("Defendant Cofaci") (collectively, "Defendants") in the above-styled and numbered cause (the "Action"). After considered the pleadings on file, the Court finds and concludes as follows:

- a. Plaintiff alleges it owns trademarks in the GUARINA word mark and the GUARINA design marks depicted below, for biscuits, cookies, crackers and other goods (the "Guarina Marks"):



- b. Plaintiff alleges that its Guarina Marks are valid, subsisting and have established priority over Defendants; and
- c. The Parties have confidentially resolved their dispute without an admission of liability or wrongdoing; and
- d. In connection with such resolution, Defendants have agreed not to challenge the Guarina Marks or the Plaintiff's use, ownership or registration thereof.

IT IS THEREFORE ORDERED AND ADJUDGED that:

1. Defendants, their affiliates, and anyone acting or purporting to act in concert or participation with them, are hereby permanently enjoined from any future use of the Guarina Marks, and any other words, phrases, logos, or marks confusingly similar thereto, including, without limitation, any business name, tradename or trademark using the words “Guarina” or derivatives like “Guarinita.” Specifically, Defendants their affiliates, and anyone acting or purporting to act in concert or participation with them, are hereby permanently enjoined from:
 - a. Registering or attempting to register anywhere in the world any trade name, slogan, trade dress, mark, or design mark that consists of or includes the Guarina Marks, or any other words, phrases, logos, or marks confusingly similar to the Guarina Marks, including, without limitation, any trade name, slogan, trade dress, mark, or design mark using the words “Guarina” or derivatives like “Guarinita”;
 - b. Using any of the Guarina Marks, and any other words, phrases, logos, or marks confusingly similar to the Guarina Marks, including, without limitation, any business name, tradename or trademark using the words “Guarina” or derivatives like “Guarinita”;
 - c. Manufacturing, marketing, displaying, distributing, offering to sell and selling of Defendants’ Goods¹ within Defendants possession, custody and/or control; and
 - d. Using the Guarina Marks, and any other words, phrases, logos, or marks confusingly similar to the Guarina Marks, including, without limitation, any business name, tradename or trademark using the words “Guarina” or derivatives like “Guarinita” in any form or manner that would tend to identify or associate Defendants’ or their affiliates’ goods or services with Plaintiff or the Guarina Marks. For the avoidance of doubt, this prohibition includes, without limitation, use of any of the foregoing names, marks, logos, words, or phrases as part of any trademark, service mark, trade name, business name, corporate name, assumed name, domain name, telemarketing solicitation, Internet display, website content, social media accounts or content, email address, advertisement, menu offerings, or in any other manner.
2. Plaintiff may seek to enforce this Judgment in any court of competent jurisdiction as appropriate.
3. In any further proceeding under this Judgment, Plaintiff is entitled to seek an order of contempt of court, as well as any and all equitable relief, including injunctive relief, as is necessary to prohibit conduct violating this Judgment, so long as Plaintiff has complied

¹ “Defendants’ Goods” shall mean the biscuits, cookies, crackers, and other food products that Defendants and their Affiliates display, distribute, offer for sale, and/or sell using Guarina marks, and any other words, phrases, logos, or marks confusingly similar thereto, including, without limitation, any business name, tradename or trademark using the words “Guarina” or the derivative “Guarinita”.

with the breach, notice and cure requirements of the confidential Settlement Agreement among the Parties.

4. This Judgment shall be in effect permanently from the date of this Judgment.
5. The Parties acknowledge and agree that they have been represented by counsel of their choice and have relied on the advice of their respective counsel, whose names appear on the last page of this Judgment. In executing this Judgment, each of the Parties has voluntarily executed this Judgment.
6. This Judgment shall be construed under the laws of the State of New York.
7. Except for the obligations incurred hereunder by Plaintiff and Defendants and any actions related to future compliance with this Judgment, the Parties waive any right to appeal this Judgment.
8. This Judgment may be entered, on approval by the Court, immediately.
9. This Judgment is entered into for the purposes of settlement and is without any Parties' admission as to liability, any of the allegations, claims or defenses in the Action, or as to any matters arising out of or related to the Action. The Court makes no findings of fact or conclusions of law concerning any of the allegations, claims, counterclaims, or defenses any party asserted in the Action.

IT IS FURTHER ORDERED AND ADJUDGED that:

1. All of Plaintiff's claims that were asserted or could have been asserted against Defendants in this action are hereby dismissed with prejudice.
2. All of Defendants' claims that could have been asserted against Plaintiff in this action are also hereby dismissed with prejudice.
3. The Parties shall bear their own costs.

IT IS FURTHER ORDERED that all other relief requested and not expressly granted herein is hereby denied.

SIGNED, ORDERED, AND ENTERED on _____ January 22, 2025 .



HON. KATHERINE POLK FAILLA
United States District Judge

AGREED AS TO FORM AND SUBSTANCE:

Quisqueya Foods Inc.

By: Marcos Castillo
Printed Name: Marcos Castillo
Title: Pres
Date: 01/12/2025

Marcos A. Castillo

Marcos Castillo
Date: 01/12/2025

Borinquen Supermarket

By: Marcos Castillo
Printed Name: Marcos Castillo
Title: Mg
Date: 01/12/2025

Cofaci Foods

By: Lillian Castillo
Printed Name: Lillian Castillo
Title: Pres
Date: 01/12/2025

DEFENDANTS

/s/ Shannon Z. Teicher

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